



STEWART MELVIN & FROST

ATTORNEYS AT LAW
AN UNCOMMON PRACTICE

August 18, 2016

VIA EMAIL AND FIRST-CLASS U.S. MAIL

Michael J. Rust
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William Strickland
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Strickland & Schwartz, LLC
2200 Century Parkway, NE
Suite 1050
Atlanta, GA 30345

Re: **Dunn, et. al. v. Patterson; Civil Action No. 2014-sv-200-z**
in the State Court of Hall County

TIME LIMITED SETTLEMENT DEMAND

EXHIBIT
M

Dear Mr. Rust and Mr. Strickland:

On June 7, 2013, Ronald Patterson, an employee of Lawson Air Conditioning & Plumbing, Inc. ("Lawson"), while driving a company owned truck assigned to Mr. Patterson, struck Plaintiffs as pedestrians in a cross walk immediately outside the entrance of the Wal-Mart Store located on Shallowford Road in Gainesville, GA. At the time of the crash, Columbia National Insurance Company ("Columbia") insured the truck Mr. Patterson was driving pursuant to a business automobile policy issued to Lawson.

Mr. Patterson caused Plaintiffs to suffer physical injuries and experience emotional trauma. Mr. Patterson pled guilty to driving while under the influence in violation of O.C.G.A. § 40-6-391 arising from his crash into Plaintiffs and has a significant criminal history for other similar instances. Mr. Patterson's conduct gives rise to a claim for punitive damages, which Georgia law does not limit pursuant to O.C.G.A. § 51-12-5.1(e)(1). Given this case's litigation history, I trust counsel are well versed in the underlying facts associated with Plaintiffs' claims.

Plaintiffs have authorized me to extend to Mr. Patterson and Columbia an offer to settle all of their claims *collectively* for a total amount of **one million one hundred twenty five thousand dollars (\$1,125,000.00)**. Upon acceptance of this offer, Plaintiffs and Mr. Patterson, through counsel, will agree upon an appropriate allocation of the settlement proceeds among the Plaintiffs and diligently petition the trial court for approval of the settlement of the minor's claims. After the court has approved the settlement, and my office has received the settlement proceeds, Plaintiffs will execute settlement documents releasing Mr. Patterson and Columbia of Plaintiffs' claims and will file a Dismissal with Prejudice.

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My office will not make any disbursements until Plaintiffs have executed all settlement documents. Plaintiffs will leave funds in trust sufficient to address any valid medical liens or reimbursement claims until such time as those claims can be negotiated and resolved. Plaintiffs will agree to indemnify Mr. Patterson and Columbia of those claims in the settlement/release documents.

This offer will remain open for acceptance **until September 1, 2016**. If the offer is not accepted within this time, the offer is withdrawn. I remind Columbia of its duty pursuant to *Southern General vs. Holt*, 262 GA 267 (1992), to give equal consideration to Mr. Patterson's interest in responding to this offer.

Should you have any questions or care to discuss this matter further, please do not hesitate to give me a call.

Sincerely,



Mark W. Alexander

/lgh
Encl.
cc: Dan Sammons
Amy Dunn